

PORT OF OAKLAND - OFFICIAL BUSINESS
DOCUMENT REQUIRED TO BE RECORDED
UNDER CIVIL CODE SECTION 1169, AND
ENTITLED TO FREE RECORDATION UNDER
GOVERNMENT CODE SECTION 27383

2001066698 02/22/2001 03:50 PM
OFFICIAL RECORDS OF RECORDING FEE: 0.00
ALAMEDA COUNTY
PATRICK O'CONNELL



29 PGS

RECORDED ON BEHALF OF AND
RETURN TO:

Department of Toxic Substances Control
10151 Croydon Way, Suite 3
Sacramento, California 95827-2106
Attention: Anthony Landis, Chief
Northern California Operations, Office of Military Facilities

AND

David L. Alexander
Port Attorney
Port of Oakland
530 Water Street
Oakland, California 94607

APR
29
MX

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE .

LAND USE COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: approximately 23.195 acres of the approximately 531-acre
former Fleet and Industrial Supply Center Oakland ("FISCO") (APN
#0-355-2)

This Land Use Covenant to Restrict Use of Property ("Covenant")
is made by and between the City of Oakland, a municipal
corporation, acting by and through its Board of Port
Commissioners (the "Covenantor"), the current owner of
approximately 23.195 acres of property situated in Oakland,
County of Alameda, State of California, described in Exhibit "A",
attached hereto and incorporated herein by this reference (the
"Property"), and the State of California acting by and through
the Department of Toxic Substances Control (the "Department").

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Attention: Anthony Landis, Chief
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County of Alameda, State of California, described in Exhibit "A",
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"Property"), and the State of California acting by and through
the Department of Toxic Substances Control (the "Department").

Pursuant to Civil Code Section 1471, Health and Safety Code Sections 25222.1 and 25355.5 the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties", therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment.

ARTICLE I

STATEMENT OF FACTS

1.01 The Property, totaling approximately 23.195 acres, and consisting of Areas 1-F and 1-E-2 of Parcel One, and Areas 5-D and 5-E of Parcel Five, is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located in the former Fleet and Industrial Supply Center Oakland ("FISCO"). FISCO is generally bounded by Seventh Street on the north, Middle Harbor Road on the east, the Oakland Inner Harbor Channel on the south and the Middle Harbor on the west in the City of Oakland, County of Alameda, State of California.

1.02 The Covenantor and the Department entered into a Consent Agreement on May 6, 1999, which applies to a site ("Site"), which includes the Property, located at FISCO. FISCO

is comprised of the "FOSET Parcels" consisting of approximately 201 acres of FISCO and 79 Onshore Parcels ("FOST Parcels") consisting of approximately 330 acres of FISCO. The Site consists of two discrete operable units ("OUs"), the Onshore OU and the Offshore Sediment OU, which together contain approximately 184 acres. The Onshore OU is comprised of acres formerly designated as OU-1 and OU-2 (Parcel 740S). The Resource Conservation and Recovery Act ("RCRA") sections 3006 and 6001 (42 U.S.C. Sections 6926 and 6961) and chapter 6.5 of division 20 of the California Health and Safety Code authorized the Department to enter into the Consent Agreement.

1.03 Section 3.8 (Deed Restrictions) of the Consent Agreement provides that if the approved remedies in the final Remedial Action Plans for the Onshore OU or the Offshore Sediment OU include deed restrictions, the Covenantor shall sign and record an agreement containing deed restrictions approved by the Department in a document that conforms substantially to the Department's model Land Use Covenant(s) within ninety days of the Department's approval of a final RAP.

1.04 A Remedial Action Plan, Offshore Sediments Operable Unit, FISCO, Oakland ("Offshore RAP") dated June 1999, provides that the Covenantor, with the concurrence of the Department and the Regional Water Quality Control Board, has concluded that "no remedial action is appropriate in the Offshore Area at FISCO."

1.05 A Remedial Action Plan, Onshore Operable Unit, FISCO, Oakland ("Onshore RAP") dated October 2000 was prepared by the Covenantor and the Department. The Onshore RAP covers fourteen (14) Onshore Installation Restoration ("IR") program sites namely, IR 01 through IR-05, IR-12 through IR-15, and IR-17 through IR-21, and parcel 740N. The Onshore RAP provides that with the concurrence of the Department, "no remedial action is necessary" in the Onshore OU for soil to ensure protection of human health and the environment at all of the above-referenced IR sites and Parcel 740N. The Onshore RAP further concludes that no remedial action is necessary for groundwater at the following sites: IR-04, IR-05, IR-15, IR-17, IR-18, IR-19, IR-20 and Parcel 740N. The Onshore RAP further provides that institutional controls are necessary for groundwater from the Upper Water Bearing Fill Unit ("UWBFU") and the Lower Water Bearing Unit ("LWBU") at IR Sites: IR-01, IR-02, IR-03, IR-12, IR-13, IR-14, and IR-21 as an additional measure of assurance that groundwater will not be used at these sites where drinking water could pose unacceptable risks if used as a source of drinking water¹. The Onshore RAP further provides that the institutional control for groundwater is to prohibit landowners from constructing wells and extracting groundwater from the UWBFU and LWBU for domestic as well as agricultural, industrial supply, and process supply usages which would minimize human exposure to contaminated

1. IR sites 3, 12, 13 and 14 are located in Area 1-F. IR sites 2 and 21 are located in Area 1-E-2. IR site 1 is located

groundwater. The Onshore RAP further provides that the institutional controls remedy is protective of human health and the environment and is cost-effective. The Covenantor circulated the RAP for public review and comment. The RAP was prepared and approved by the Covenantor and the Department on October 19 and 26, 2000, respectively.

As detailed in the Final Phase II Remedial Investigation Report for the Onshore Operable Unit dated November 1999 as proposed by the Covenantor and approved by the Department, shallow groundwater beneath the Property contains volatile organic compounds. Shallow groundwater in the UWBFU and LWBU at the Property is found within 35 feet below ground surface. Volatile organic compounds in the groundwater at the Property includes trichloroethylene (up to 6.5 mg/L), 1,2 cis-dichloroethylene (up to 30 mg/L), and vinyl chloride (up to 7.3 mg/L). U.S. EPA Region IX tap water Preliminary Remediation Goals are trichloroethylene at 0.0016 mg/L, 1,2 cis-dichloroethylene at 0.061 mg/L and vinyl chloride at 0.00002 mg/L.

ARTICLE II

DEFINITIONS

2.01 Department. "Department" means the State of California by and through the Department of Toxic Substances Control and includes its successor agencies, if any.

in Area 5-D. No IR sites are located in Area 5-E.

2.02 Owner. "Owner" means the Covenantor and shall include the Covenantor's successors in interest, and their successors in interest, including heirs and assigns, during his or her ownership of all or any portion of the Property.

2.03 Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.04 Covenantor. "Covenantor" shall mean the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners.

2.05 Property. "Property" means the approximately 23.195 total acres of the approximately 531-acre FISCO subject to this Covenant as described in Exhibit "A" as Areas 1-F and 1-E-2 of Parcel One, and Areas 5-D and 5-E of Parcel Five.

ARTICLE III

GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land in perpetuity pursuant to H&SC sections 25222.1 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the

Property; (c) shall apply to and bind all subsequent Occupants of the Property; (d) is for the benefit of, and is enforceable by the Department; and (e) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners/Occupants. Pursuant to H&SC sections 25222.1, 25355.5(a)(1)(C), this Covenant binds all Owners and Occupants of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03 Written Notice of Hazardous Substance Release. The Owner shall, prior to the sale, lease, or rental of the Property, give written notice to the subsequent transferee that a release of hazardous substances has come to be located on or beneath the Property, pursuant to Health and Safety Code section 25359.7. Such written notice shall include a copy of this Covenant.

3.04 Incorporation into Deeds and Long-Term Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases entered into by the Covenantor for terms greater than one year for any portion of the Property; provided, however that with respect to any lease of any duration of any portion of the Property entered into by the Covenantor that authorizes tenant improvements involving the construction of

wells and/or the extraction of groundwater from the UWBFU or LWBUE, said lease shall incorporate the Restrictions set forth herein.

3.05 Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after it conveys fee title or grants a lease exceeding one year of any portion of the Property (excluding mortgages, liens, and other non-possessory encumbrances); provided, however that with respect to any lease of any duration of any portion of the Property entered into by the Covenantor that authorizes tenant improvements involving the construction of wells and/or the extraction of groundwater from the UWBFU or LWBUE, the Owner shall provide said notice to the Department. The Department shall not, by reason of this Covenant alone, have authority to approve, disapprove, or otherwise affect a conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

ARTICLE IV

RESTRICTIONS

4.01 Prohibited Activities. The following activities shall not be conducted at the Property:

Constructing wells and extracting groundwater from the UWBFU and LWBUE for domestic as well as agricultural, industrial supply, and process supply usages.

4.02 Access for Department. The Covenantor shall provide access to the Property at all reasonable times to employees, contractors, and consultants of the Department. Nothing in this Section is intended or shall be construed to limit in any way the right of entry or inspection that the Department or any other agency may otherwise have by operation of any law. The Department and its authorized representatives shall have by the authority to enter and move freely about the Property at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to the Property; reviewing the progress of the Covenantor in carrying out the terms of this Covenant.

In exercising these rights of access, except in the case of imminent endangerment to human health or the environment, the Department shall make reasonable efforts to minimize interference with the ongoing use of the Property. Furthermore, the Department and the Covenantor agree to cooperate in good faith to minimize any conflict between necessary inspections, environmental investigations and remediation activities and construction activities or operations of the Covenantor or its contractors or lessees. Any inspection, investigation, or other response, removal, corrective or remedial action undertaken or required by the Department will, to the maximum extent practicable, be coordinated with representatives designated by the Covenantor.

ARTICLE V

ENFORCEMENT

5.01 Enforcement. If the Owner or Occupant constructs wells and extracts groundwater for domestic, agricultural, industrial supply, and/or process supply from the UWBFU and/or LWBU, the Department may require the Owner to remove said wells. Violation of this Covenant by the Owner or Occupant may result in the imposition of civil and/or criminal remedies including nuisance or abatement against the Owner or Occupant as provided by law.

ARTICLE VI

VARIANCE AND TERMINATION

6.01 Variance. The Owner, or with the Owner's consent, any Occupant, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233. The Department will grant the variance only after finding that such a variance would be protective of human, health, safety and the environment.

6.02 Termination. The Owner, or with the Owner's consent, any Occupant, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234. No termination or other terms of this Covenant shall extinguish or modify the retained interest held by the Covenantor.

6.03 Term. This Covenant shall continue in effect in perpetuity unless ended in accordance with the termination paragraph above, by law, or by the Department in the exercise of its discretion.

ARTICLE VII

MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 Recordation. The Covenantor shall record this Covenant and Exhibit A in the County of Alameda within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03 Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Roberta Schoenholz, EH&SC Manager
Port of Oakland
530 Water Street
Oakland, CA 94607

With a copy to: Port Attorney
Port of Oakland
530 Water Street
Oakland, CA 94607

To Department: Anthony Landis, Chief of Northern
California Operations Office of Military
Facilities
Department of Toxic Substances Control
10151 Croydon Way, Suite 3
Sacramento, CA 95827

With a copy to: Daniel Murphy, Chief, Closing Bases Unit
Office of Military Facilities
Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, CA 94710

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

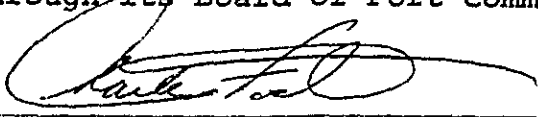
7.04 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.05 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: City of Oakland, a municipal corporation, acting
by and through its Board of Port Commissioners

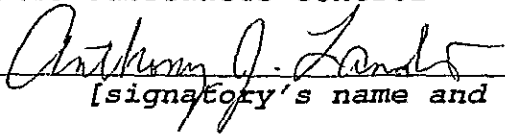
By:


Title: Charles W. Foster, Executive Director

Date: 1/25/01

Department of Toxic Substances Control

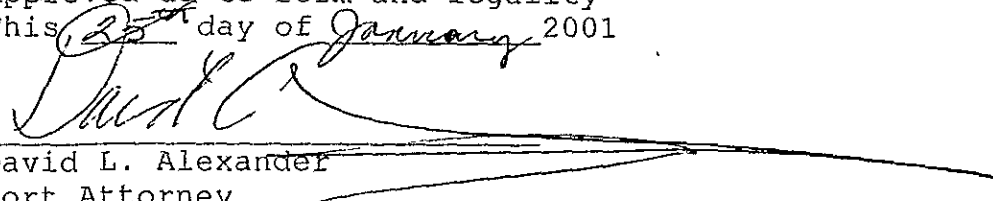
By:


Title: Anthony J. Zander, BRANCH CHIEF
[signatory's name and title]

Date: 2-2-01

THIS COVENANT SHALL NOT
BE VALID OR EFFECTIVE FOR
ANY PURPOSE UNLESS AND
UNTIL IT IS SIGNED BY THE
PORT ATTORNEY

Approved as to form and legality
This 25th day of January 2001


David L. Alexander
Port Attorney

Port Resolution No. 99107
P.A.#01-25

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

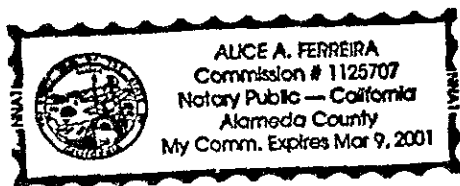
State of CALIFORNIA

County of ALAMEDA

On JANUARY 25, 2001 before me, ALICE A. FERREIRA, A NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Charles W. Foster
Name(s) of Signer(s)

☐ I personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Alice A. Ferreira
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: LAND USE COVENANT TO RESTRICT USE OF PROPERTY ENVIRONMENTAL RESTRICTION

Document Date: _____ Number of Pages: 13

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Charles W. Foster

- ☐ Individual
☒ Corporate Officer
Title(s): EXECUTIVE DIRECTOR
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

PORT OF OAKLAND

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

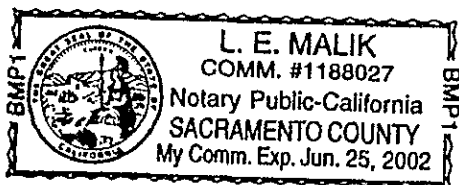
State of California

County of Sacramento

On 02 Feb 2001 before me, Len Malik Notary Public

personally appeared Anthony J. Landis

☐ personally known to me – OR – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

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Description of Attached Document

Title or Type of Document: Restrictive Covenant

Document Date: 02/02/01 Number of Pages: _____

Signer(s) Other Than Named Above: Charles W. Foster

Capacity(ies) Claimed by Signer(s)

Signer's Name: Anthony J. Landis

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: Branch

Chief

Signer Is Representing:

Dept of Toxic
Control

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Exhibit A of Land Use Covenant

(Exhibit B of US Navy/Port of Oakland Quitclaim Deed and Amendment to Quitclaim Deed)

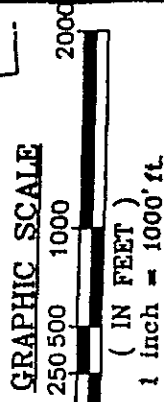
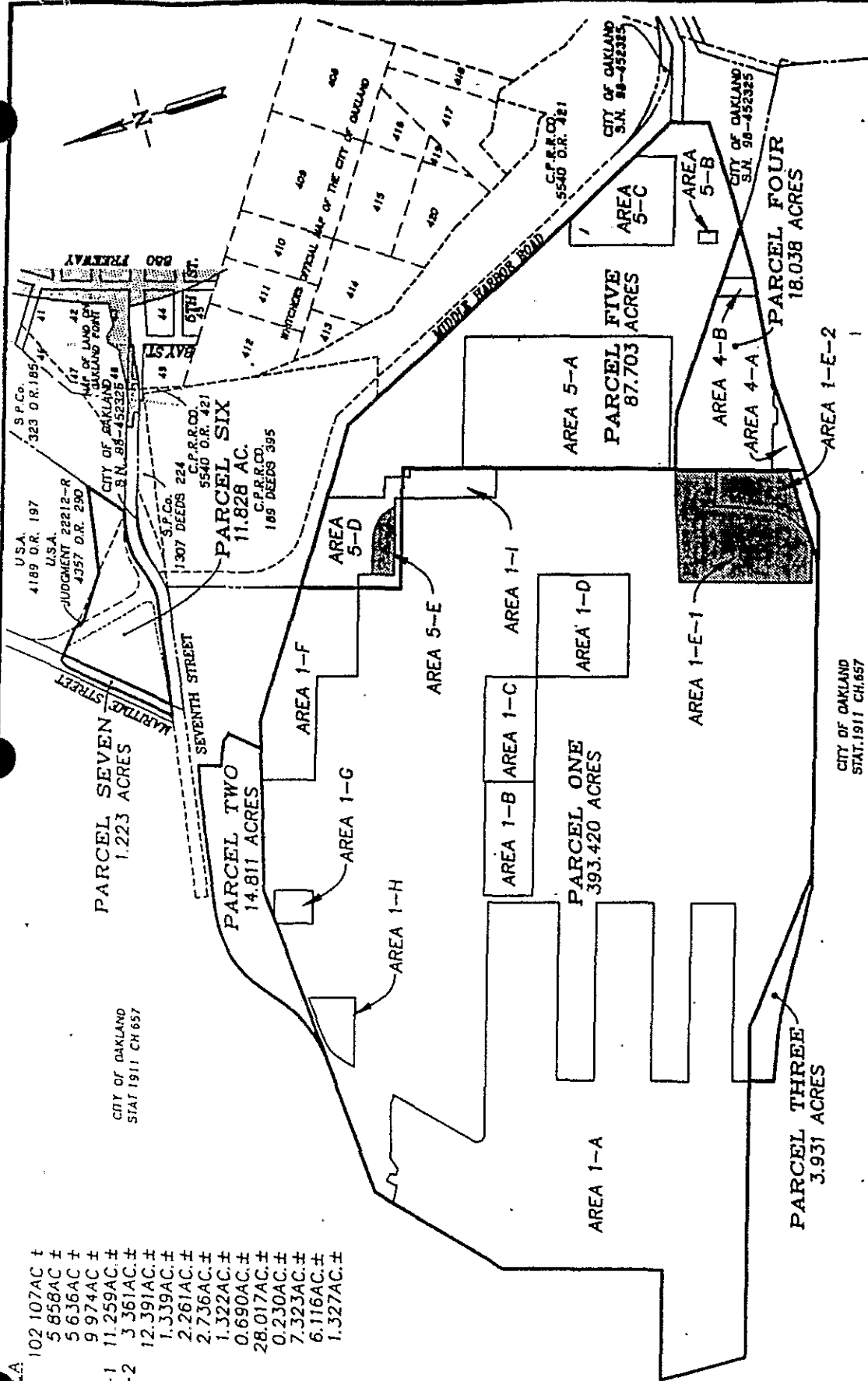
Area 1-F: IR sites 3, 12, 13 and 14

Area 1-E-2: IR sites 2 and 21

Area 5-D: IR site 1

Area 5-E: No IR sites

AREA 1-A 102.107AC ±
 AREA 1-B 5.858AC ±
 AREA 1-C 5.636AC ±
 AREA 1-D 9.974AC ±
 AREA 1-E-1 11.259AC ±
 AREA 1-E-2 3.361AC ±
 AREA 1-F 12.391AC ±
 AREA 1-G 1.339AC ±
 AREA 1-H 2.261AC ±
 AREA 1-I 2.736AC ±
 AREA 1-J 1.322AC ±
 AREA 4-A 0.690AC ±
 AREA 5-A 28.017AC ±
 AREA 5-B 0.230AC ±
 AREA 5-C 7.323AC ±
 AREA 5-D 6.116AC ±
 AREA 5-E 1.327AC ±



NOTE:

BEARINGS AND DISTANCES ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE III. MULTIPLY DISTANCES SHOWN HEREON BY 1.0000705 TO OBTAIN GROUND DISTANCES. AREAS SHOWN ARE BASED ON GROUND DISTANCES. 1 inch = 1000' ft.

PORT OF OAKLAND

530 Water Street
 Oakland, California



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "B"

**FORMER FLEET AND INDUSTRIAL
 SUPPLY CENTER, OAKLAND, CA.**

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wkr. Ord: 601001
SCALE: 1"=1000'	Data File:
DATE: 10/30/00	Rev. No.: 1
SHEET 1 OF 2	
FILE: EXHIBIT_B.DWG	
FILE LOC: >..\TRANSBAY\106001.JRM\	

CITY OF OAKLAND
SIAT 1911 CH 657

SEE DETAIL
THIS SHEET

SEE SHT. 6 OF 6

BAY ST.

49

PARCEL TWO
14.811 ACRES
MON. NO. 8
CIVIL ACTION 22378-S
4475 OR 137

SEVENTH STREET

AGREED LOW TIDE LINE OF 1852

1310.94'

1311.08'

1311.08'

1311.08'

1311.08'

1311.08'

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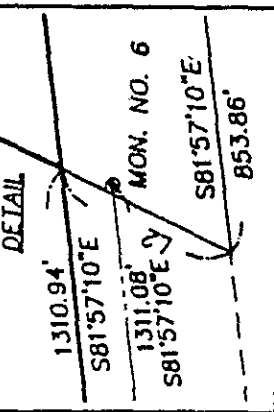
1311.08'

1311.08'

1311.08'

1311.08'

1311.08'



POINT OF BEGINNING
PARCEL ONE & FIVE
AREAS 1-F & 5-D

C.P.R.R.CO.
189 DEEDS 395

POINT OF BEGINNING
PARCEL TWO

POINT OF BEGINNING
AREA 1-1

POINT OF BEGINNING
AREA 5-A

POINT OF BEGINNING
AREA 1-1

POINT OF BEGINNING
AREA 1-1

POINT OF BEGINNING
AREA 1-1

POINT OF BEGINNING
AREA 1-1

POINT OF BEGINNING
AREA 1-1

POINT OF BEGINNING
AREA 1-1

POINT OF BEGINNING
AREA 1-1

POINT OF BEGINNING
AREA 1-1

POINT OF BEGINNING
AREA 1-1

LINE DATA	BEARING	DIST.
1	N41°00'50"E	29.80'
2	S41°00'50"W	95.35'
3	N75°50'33"W	184.67'
4	N51°46'43"E	199.96'
5	S77°18'47"E	178.06'
6	S19°07'50"W	151.12'
7	S70°51'33"E	168.00'
8	S40°28'03"E	65.82'
9	S41°01'07"W	237.82'
10	N16°20'02"E	270.92'
11	N16°20'02"E	363.35'
12	S73°39'58"E	140.00'
13	S16°20'02"W	120.13'
14	S73°39'33"E	140.00'
15	N16°20'02"E	45.33'
16	N73°39'58"W	57.00'
17	N16°20'02"E	228.88'
18	N73°39'58"W	91.73'
19	S16°20'02"W	88.87'
20	S73°39'58"E	46.58'
21	S73°39'58"E	55.34'

SEE SHT. 5 OF 6

PARCEL ONE
393.420 ACRES
U.S.A.
3869 O.R. 386

SEE SHT. 3 OF 6

CURVE DATA

NO.	RADIUS	DELTA	LENGTH
1	250.00'	65°43'00"	286.74'

MONUMENT DATA

MON.	NORTH	EAST	DESCRIPTION
MON. 6	2122052.776	6037409.169	CITY MON. 25/P
MON. 8	2122236.313	6036110.997	CITY MON. 25/R

GRAPHIC SCALE



(IN FEET)

RINGS AND DISTANCES ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE III.
TIPLY DISTANCES SHOWN HEREON BY 1.0000705 TO OBTAIN GROUND DISTANCES. AREAS SHOWN ARE BASED ON GROUND DISTANCES. 1 inch = 400 ft.

PORT OF OAKLAND



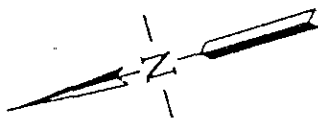
530 Water Street
Oakland, California

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "B"

FLEET AND INDUSTRIAL SUPPLY CENTER
OAKLAND, CA.

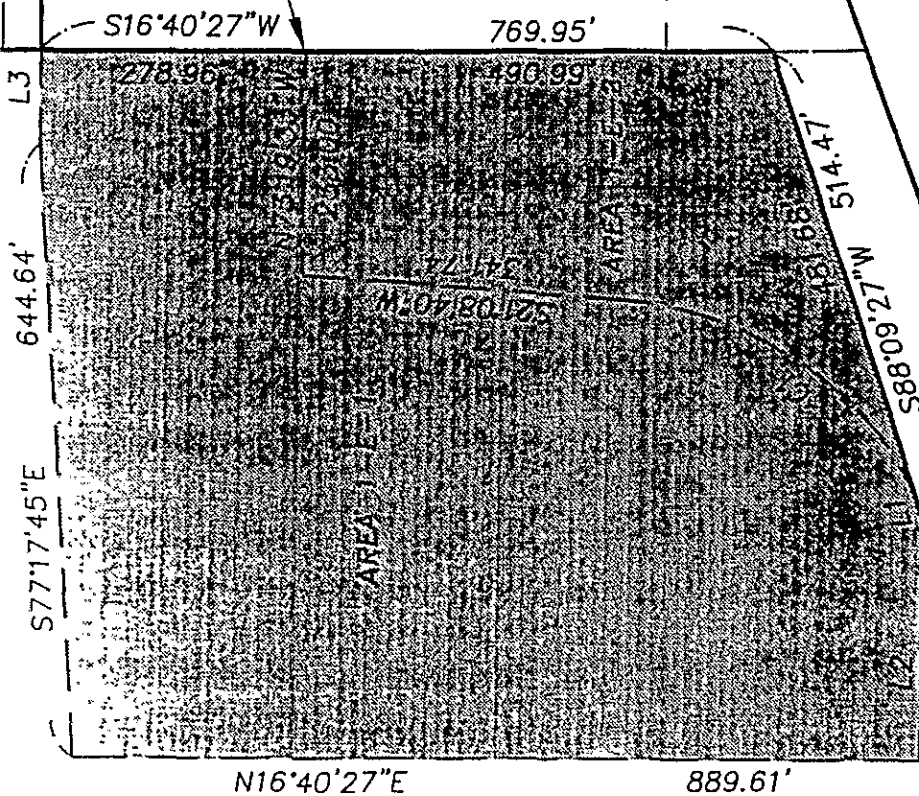
DRAWN BY:	Field Bk:
CHECKED BY: JRM	Wk. Ord: 103363
SCALE: 1" = 400'	Date File:
DATE: 03/01/99	Rev. No.:
SHEET 2 OF 6	
ATLAS REF FILE: EXHIBIT B.DWG	



PARCEL FIVE
S.N. 99222447
AREA 5-A

PARCEL FOUR
S.N. 99222447

POINT OF BEGINNING



PARCEL ONE
S.N. 99222447

CURVE DATA

CURVE	RADIUS	DELTA	LENGTH
C1	378.36'	57°06'21"	377.11'

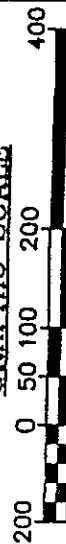
LINE DATA

LINE	BEARING	DIST.
L1	S88°09'27"W	32.07'
L2	N73°39'33"W	252.68'
L3	S73°39'33"E	97.43'

NOTE:

BEARINGS AND DISTANCES ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE III.
MULTIPLY DISTANCES SHOWN HEREON BY 1.0000705 TO OBTAIN GROUND DISTANCES. AREAS SHOWN ARE BASED ON GROUND DISTANCES. 1 inch = 200 ft.

GRAPHIC SCALE



PORT OF OAKLAND



530 Water Street
Oakland, California

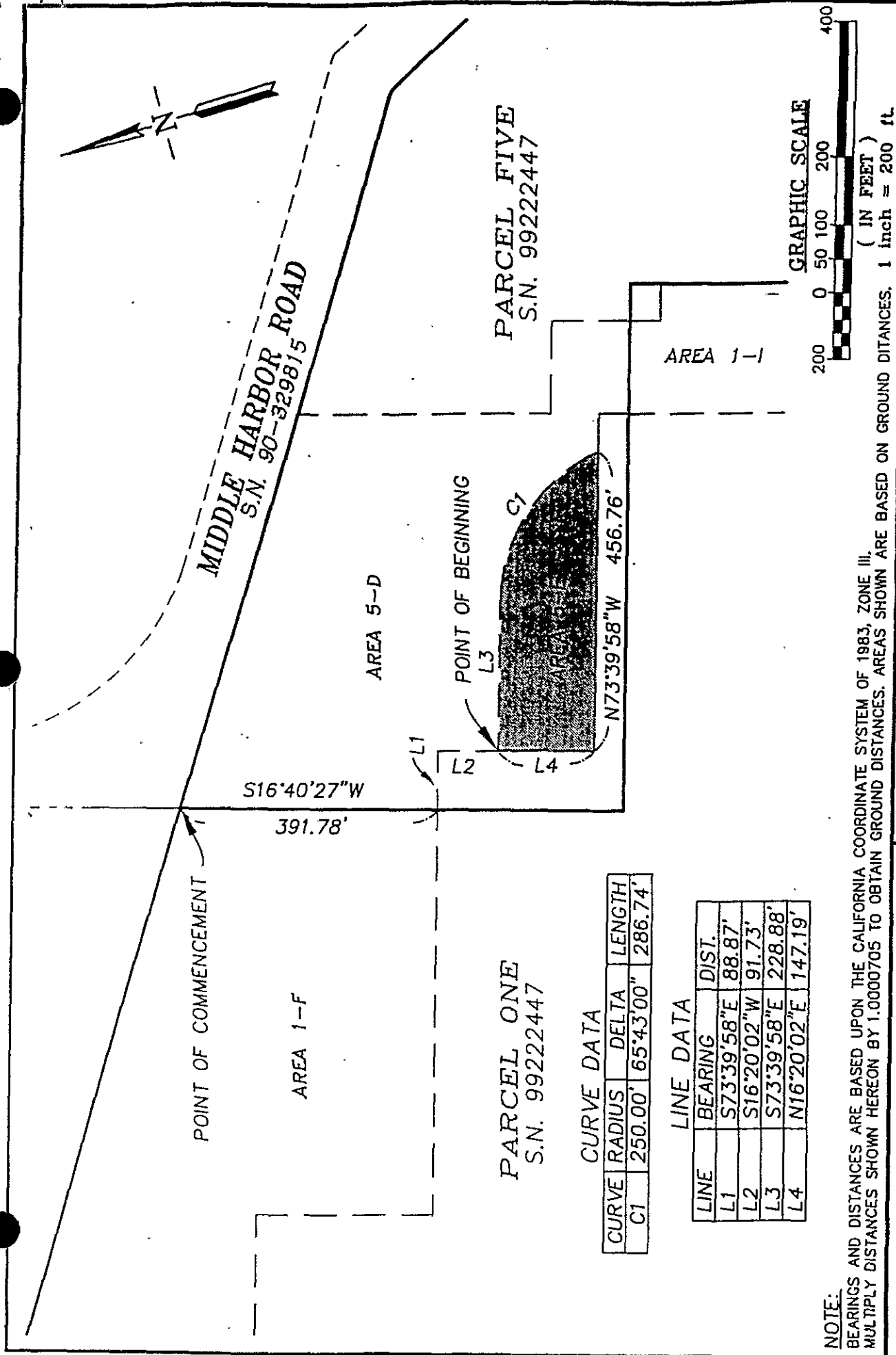
PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "B"

AREAS 1-E-1 & 1-E-2

FORMER FLEET AND INDUSTRIAL SUPPLY CENTER

DRAWN BY:	Field Bk:
CHECKED BY: JRM	Wrk. Order: 601001
SCALE: 1" = 200'	Data File:
DATE: 10/30/2000	Rev. No.: 1
SHEET 2 OF 2	
FILE: EXHIBIT_B1.DWG	
FILE LOC: \\TRANSBAY\601001.JRM	



NOTE:

BEARINGS AND DISTANCES ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE III.
MULTIPLY DISTANCES SHOWN HEREON BY 1.0000705 TO OBTAIN GROUND DISTANCES. AREAS SHOWN ARE BASED ON GROUND DISTANCES.

PORT OF OAKLAND

530 Water Street
Oakland, California



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "B"

AREA 5-E

FORMER FLEET AND INDUSTRIAL SUPPLY CENTER

DRAWN BY:	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 601001
SCALE: 1" = 200'	Data File:
DATE: 10/30/2000	Rev. No.: 1
SHEET 2 OF 2	
FILE: EXHIBIT_B1.DWG	
FILE LOC: >..\TRANSBAY\601001.JRM	

Exhibit "B"
Legal Description
Area 1-F

Real Property situated in the City of Oakland, County of Alameda, State of California, described as follows:

A portion of the lands described in that certain Indenture between the City of Oakland, acting by and through its Board of Port Commissioners and the United States of America recorded May 17, 1940, in Book 3869 of Official Records, at Page 386, in the office of the Recorder of Alameda County (3869 O.R. 386), being more particularly described as follows:

Commencing at a brass disk monument in a monument well, located in the intersection of Seventh Street and Ferry Street known as Port Monument No.8, which is also known as City of Oakland Monument 25/R;

Thence North 41°00'50" East 29.80 feet to a point on the northern line of that certain tract of land described in City of Oakland Ordinance No. 481 N.S. finally passed by the Council of the City of Oakland on June 17, 1913, said point being the northeast corner of that certain tract of land described in City of Oakland Ordinance No. 11382 C.M.S., finally passed by the council of the City of Oakland on October 8, 1991;

Thence easterly along the said northern line of the tract of land described in City Ordinance No. 481 N.S., South 81°57'10" East 1310.94 feet to the northeast corner thereof, being the northwest corner of that portion of Seventh Street that was dedicated and conveyed to the City of Oakland in Ordinance No. 3099, a certified copy of which was recorded October 10, 1910 in Book 1837 of Deeds, at Page 84, in the office of the Recorder of Alameda County (1837 Deeds 84);

Thence southwesterly along the northwestern line of the said portion of Seventh Street that was dedicated and conveyed to the City of Oakland in Ordinance No. 3099 (1837 Deeds 84), South 41°00'50" West 95.35 feet to the southwest corner thereof;

Thence easterly along the southern line of the said portion of Seventh Street that was dedicated and conveyed to the City of Oakland in Ordinance No. 3099 (1837 Deeds 84), South 81°57'10" East 853.86 feet to its intersection with the agreed upon Location of the "Low Tide Line of 1852" as described by City of Oakland Ordinance No. 3197, approved by the Mayor November 23, 1910;

Thence southerly along the said agreed upon location of the "Low Tide Line of 1852", South 16°40'27" West 889.89 feet to a point on the northern line of the said lands described in that certain Indenture between the City of Oakland, acting by and through its Board of Port Commissioners and the United States of America (3869 O.R. 386), being the Point of Beginning of the area herein described;

Thence continuing along the said agreed upon location of the "Low Tide Line of 1852", South 16°40'27" West 391.78 feet;

Thence departing from the said agreed upon location of the "Low Tide Line of 1852", North 73°39'58" West 610.21 feet;

Thence North 16°20'02" East 270.92 feet;

Thence North 73°39'58" West 693.83 feet;

Thence North 16°20'02" East 363.35 feet to a point on the said northern line of the lands described in that certain Indenture between the City of Oakland, acting by and through its Board of Port Commissioners and the United States of America (3869 O.R. 386);

Thence along the said northern line of the lands described in that certain Indenture between the City of Oakland, acting by and through its Board of Port Commissioners and the United States of America (3869 O.R. 386) the following two courses:

(1.) South 75°50'33" East 396.82 feet;

(2.) Thence South 57°51'33" East 945.59 feet to the Point of Beginning, containing 12.391 acres of land more or less, measured in ground distance.

This description is based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances called for herein by 1.0000705.

The coordinates for Port Monument No.8 as described herein are North:2,122,236.313 feet, and East:6,036,110.997 feet. The bearing of South 81°57'10" East, between Port Monument No. 8 as herein described, and a brass disk in a monument well, located in the intersection of Seventh Street and Maritime Street, known as Port Monument No.6, which is also known as City of Oakland Monument 25/P was taken as the Basis of Bearings for this description.

End of Description

Surveyor's Statement

I hereby state that this description and its accompanying plat were prepared by me in March 1999.

Dated: MARCH 17, 1999

John R. Monaghan
John R. Monaghan, L.S. 6122
License Expires: 03/31/2002

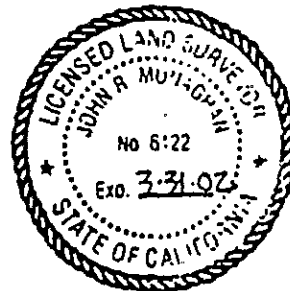


Exhibit "B"
Legal Description
Area 1-E-2

Real Property situated in the City of Oakland, County of Alameda, State of California, described as follows:

A portion of Parcel One as described in that certain indenture between the United States of America, acting by and through the Department of the Navy, and the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, recorded June 15, 1999 as No. 99222447, in the office of the Recorder of Alameda County, and being that portion of Area 1-E described in said indenture, more particularly described as follows:

Beginning at a point on the eastern line of said Parcel One, also being the eastern line of said Area 1-E, and from which point the eastern most corner of said Area 1-E bears North $16^{\circ}40'27''$ East 278.96 feet;

Thence from said Point of Beginning, departing from the said eastern line, North $73^{\circ}19'33''$ West 233.00 feet;

Thence South $21^{\circ}08'40''$ West 341.74 feet;

Thence along a curve to the right, concave northwesterly, and tangent to the preceding course, having a radius of 378.36 feet, through a central angle of $57^{\circ}06'21''$, for an arc distance of 377.11 feet to a point on the southern line of said Parcel One, also being the southern line of Area 1-E as described in said indenture;

Thence easterly along the southern line of said Parcel One, North $88^{\circ}09'27''$ West 481.68 feet;

Thence northerly along the said eastern of Parcel One, North $16^{\circ}40'27''$ West 490.99 feet to the Point of Beginning, containing 146.393 square feet of land more or less (3.361 acres), measured in ground distance.

This description is based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

Surveyor's Statement

I hereby state that this description and its accompanying plat were prepared by me in September, 2000.

Dated: Sept. 19, 2000

John R. Monaghan
John R. Monaghan, L.S. 6122
License Expires: 03/31/2002

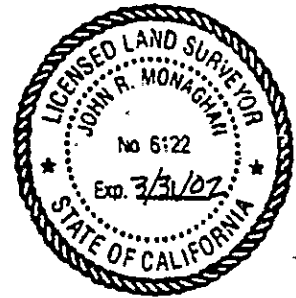


Exhibit "B"
Legal Description
Area 5-D

Real Property situated in the City of Oakland, County of Alameda, State of California, described as follows:

A portion of that parcel of land described in that certain Indenture between the Central Pacific Railway Company, the Southern Pacific Company, and the United States of America, recorded May 17, 1940 in Book 3917 of Official Records, at Page 278, in the office of the Recorder of Alameda County (3917 O.R. 278); and a portion of that parcel of land described in that certain Indenture between the Southern Pacific Company, and the United States of America, recorded May 17, 1940 in Book 3931 of Official Records, at Page 122, in the office of the Recorder of Alameda County (3931 O.R. 122);

Commencing at a brass disk monument in a monument well, located in the intersection of Seventh Street and Ferry Street known as Port Monument No.8, which is also known as City of Oakland Monument 25/R;

Thence North $41^{\circ}00'50''$ East 29.80 feet to a point on the northern line of that certain tract of land described in City of Oakland Ordinance No. 481 N.S. finally passed by the Council of the City of Oakland on June 17, 1913, said point being the northeast corner of that certain tract of land described in City of Oakland Ordinance No. 11382 C.M.S., finally passed by the council of the City of Oakland on October 8, 1991;

Thence easterly along the said northern line of the tract of land described in City Ordinance No. 481 N.S., South $81^{\circ}57'10''$ East 1310.94 feet to the northeast corner thereof, being the northwest corner of that portion of Seventh Street that was dedicated and conveyed to the City of Oakland in Ordinance No. 3099, a certified copy of which was recorded October 10, 1910 in Book 1837 of Deeds, at Page 84, in the office of the Recorder of Alameda County (1837 Deeds 84);

Thence southwesterly along the northwestern line of the said portion of Seventh Street that was dedicated and conveyed to the City of Oakland in Ordinance No. 3099 (1837 Deeds 84), South $41^{\circ}00'50''$ West 95.35 feet to the southwest corner thereof;

Thence easterly along the southern line of the said portion of Seventh Street that was dedicated and conveyed to the City of Oakland in Ordinance No. 3099 (1837 Deeds 84), South $81^{\circ}57'10''$ East 853.86 feet to its intersection with the agreed upon Location of the "Low Tide Line of 1852" as described by City of Oakland Ordinance No. 3197, approved by the Mayor November 23, 1910;

Thence southerly along the said agreed upon location of the "Low Tide Line of 1852", South $16^{\circ}40'27''$ West 889.89 feet to a point on the northeastern line of the said parcel of land described in that certain Indenture between the Central Pacific Railway Company, the Southern Pacific Company, and the United States of America (3917 O.R. 278);

Thence southeasterly along the said northeastern line of the parcel of land described in that certain Indenture between the Central Pacific Railway Company, the Southern Pacific Company, and the United States of America (3917 O.R. 278), South $57^{\circ}51'33''$ East 623.90 feet;

Thence departing from the said northeastern line of the parcel of land described in that certain Indenture between the Central Pacific Railway Company, the Southern Pacific Company, and the United States of America (3917 O.R. 278), South $16^{\circ}20'02''$ West 385.95 feet;

Thence South $73^{\circ}39'58''$ East 140.00 feet;

Thence South $16^{\circ}20'02''$ West 120.13 feet to a point on the southwestern line of the said parcel of land described in that certain Indenture between the Southern Pacific Company, and the United States of America (3931 O.R. 122), North $73^{\circ}39'33''$ West 140.00 feet;

Thence along the said southwestern line of the parcel of land described in that certain Indenture between the Southern Pacific Company, and the United States of America (3931 O.R. 122), North $73^{\circ}39'33''$ West 140.00 feet;

Thence departing from the said southwestern line of the parcel of land described in that certain Indenture between the Southern Pacific Company, and the United States of America (3931 O.R. 122), North $16^{\circ}20'02''$ East 45.33 feet;

Thence North $73^{\circ}39'58''$ West 57.00 feet;

Thence along a non-tangent curve to the left, concave northeasterly and whose center bears South $82^{\circ}03'02''$ West, having a radius of 250.00 feet, through a central angle of $65^{\circ}43'00''$, for an arc distance of 286.74 feet;

Thence North $73^{\circ}39'58''$ West 228.88 feet;

Thence North $16^{\circ}20'02''$ East 91.73 feet;

Thence North $73^{\circ}39'58''$ West 88.87 feet to a point on the agreed upon location of the "Low Tide Line of 1852",

Thence northerly along the said agreed upon location of the "Low Tide Line of 1852", North $16^{\circ}40'27''$ East 391.78 feet to the Point of Beginning, containing 6.116 acres of land more or less, measured in ground distance.

This description is based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances called for herein by 1.0000705.

The coordinates for Port Monument No.8 as described herein are North:2,122,236.313 feet, and East:6,036,110.997 feet. The bearing of South $81^{\circ}57'10''$ East, between Port Monument No. 8 as

herein described, and a brass disk in a monument well, located in the intersection of Seventh Street and Maritime Street, known as Port Monument No.6, which is also known as City of Oakland Monument 25/P was taken as the Basis of Bearings for this description.

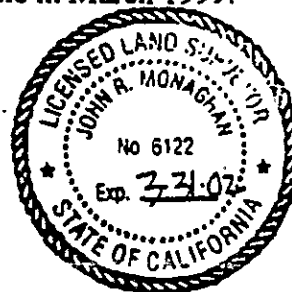
End of Description

Surveyor's Statement

I hereby state that this description and its accompanying plat were prepared by me in March 1999.

Dated: MARCH 17, 1999

John R. Monaghan
John R. Monaghan, L.S. 6122
License Expires: 03/31/2002



Surveyor's Statement

I hereby state that this description and its accompanying plat were prepared by me in September, 2000.

Dated: SEPT. 19, 2000

John R. Monaghan
John R. Monaghan, L.S. 6122
License Expires: 03/31/2002

